



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

March 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LA TUNA DEBRIS BASIN
PARCEL 190 - GRANT OF EASEMENT
CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the proposed grant of easement for ingress and egress purposes and the subsequent use of said easement will not interfere with the use of La Tuna Debris Basin for any purpose of the Los Angeles County Flood Control District.
3. Approve the grant of easement for ingress and egress from the Los Angeles County Flood Control District to Constance Mae Beck, as Trustee of the Beck Family Trust dated June 25, 1995, over and across La Tuna Debris Basin, Parcel 190.
4. Instruct the Chair to sign the Easement and authorize delivery to the grantee.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Los Angeles County Flood Control District (LACFCD) to grant an easement for ingress and egress over and across La Tuna Debris Basin, Parcel 190, to settle a lawsuit Constance Mae Beck brought on behalf of the Beck Family Trust dated June 25, 1995, (Beck) against the County of Los Angeles and the LACFCD.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Fiscal Responsibility (Goal 4). This grant of easement is part of a proposed settlement that will eliminate the risk of an excessive jury verdict and will reduce the LACFCD litigation costs.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This grant of easement will be done at no cost to Beck.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 6, 2005, Constance Beck filed a suit against the State of California, the County of Los Angeles, and the LACFCD in inverse condemnation, nuisance, dangerous conditions, and injunctive relief for damage to her real property allegedly from erosion caused by a County flood control facility, actually owned and operated by the LACFCD.

In addition to the damage to land, the plaintiffs claimed injunctive relief alleging she had an easement dated August 23, 1913, as well as a prescriptive easement, and that the County has prevented access to her property, causing it to be landlocked.

In 2007, the LACFCD made certain improvements to the flood control facility which consequently resolved the erosion issue to the Beck property. Beck was satisfied with the improvements and agreed to settle the lawsuit. The settlement involves the LACFCD granting an easement for ingress and egress in La Tuna Debris Basin, Parcel 190, in exchange for Beck quitclaiming all its rights, title and interest in La Tuna Debris Basin, Parcels 186, 189, 190, and 191 to the LACFCD. Any private improvements proposed to be constructed within the easement granted to Beck, will have to meet all applicable codes, regulations, and approvals from all regulatory agencies, including the LACFCD.

The proposed grant of easement is authorized by Section 2, Paragraph 13 of the Los Angeles County Flood Control Act. This section provides as follows: "Said Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and as such shall have power: 13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of said board of supervisors said property, or any interest therein or part thereof, is no longer required for the purposes of said district..."

The grant of easement is not considered adverse to the LACFCD's purposes and will not hinder the use of the debris basin for possible transportation, utility, or recreational corridors. Moreover, the instrument reserves paramount rights for LACFCD purposes, contains substantial protections for LACFCD, including a waiver of possible future damages to personal property located within the easement.

The Easement has been approved by County Counsel and will be recorded.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from the California Environmental Quality Act (CEQA).

The project is within the class of projects which consists of minor alterations of land use limitations, which do not result in any changes in land use, and has been determined not to have a significant effect on the environment in that they meet the criteria specified in Section 15305 of the State CEQA Guidelines and Class 5 of the County Environmental Document Reporting Procedures and Guidelines, Appendix G.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the settlement of a lawsuit and use of the LACFCD right of way without interfering with the primary mission of the LACFCD.

The Honorable Board of Supervisors
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CONCLUSION

Please return one adopted copy of the letter and the executed original Easement to the Department of Public Works, Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
PAP:mr

Attachment

c: Auditor-Controller (Accounting Division - Asset Management)
County Counsel
Department of Public Works (Fiscal)

DUPLICATE

RECORDING REQUESTED BY
AND MAIL TO:

Constance Mae Beck
408 Pacific Avenue
Henderson, NV 89015-7673

Documentary Transfer Tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Space Above This Line Reserved for Recorder's Use

Assessor's Identification Number:
2561-030-905 (Portion)

By _____

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to CONSTANCE MAE BECK, Successor Trustee of the Beck Family Trust dated June 29, 1995 (hereinafter referred to as GRANTEE), an easement for ingress and egress purposes over and across the real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions that GRANTEE, by the acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said land for flood control purposes.
2. GRANTEE agrees that the easement for ingress and egress granted herein is appurtenant only to the real property described in Grant Deed recorded July 2, 1971, as Document No. 531, in Book D5110, page 718, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles. Said easement is not appurtenant to any other contiguous property owned by GRANTEE, or which may, hereafter, be acquired by GRANTEE.
3. It is expressly understood that in the event that GRANTEE acquires any other contiguous property that has legal access to La Tuna Canyon Road or if she subsequently acquires any other easement for ingress and egress to and from La Tuna Canyon Road, the easement granted herein shall immediately terminate.
4. GRANTEE agrees to waive any and all claims for damages that she may incur in the event that any rework, repair, or improvements of DISTRICT results in damage to, or requires the removal of, GRANTEE's improvements or other property, which is located in, on, over, or across the land herein described. However, if DISTRICT's operations require removal of GRANTEE's improvements, or the cessation of GRANTEE's exercise of the rights granted herein, DISTRICT agrees to assist GRANTEE in obtaining a substitute location for the easement herein granted.

5. GRANTEE also agrees that she will waive any and all claims for damages caused by flooding to any improvements or any property constructed or located in, on, over, and across the land herein described.
6. GRANTEE agrees that she will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for the improvements.
7. GRANTEE agrees that she will indemnify and save harmless DISTRICT, its officers, agents, and/or employees from any and all liability, loss, damage, or expense, including defense costs and legal fees, arising from or connected with claims for damages or worker's compensation benefits relating to the easement described herein, including, without limitation, bodily injury, death, personal injury, or property damage to which GRANTEE, or her officers, agents, and employees may be subjected as the result of any act or omission by GRANTEE, her officers, agents, or employees, arising out of the exercise by GRANTEE, her officers, agents, or employees, of any of the rights granted to her by this Easement document.
8. GRANTEE further agrees that she will indemnify and save harmless DISTRICT, its officers, agents, and/or employees, from any and all liability, loss, or damage to which DISTRICT, its officers, agents, and/or employees, may be subjected as the result of any act or omission by GRANTEE, or her officers, agents, or employees, arising out of the exercise by GRANTEE, or her officers, agents, or employees, of any of the rights granted to her by this Easement document.
9. The herein described real property shall be used by GRANTEE only for the purposes herein set forth, and in the event that said property is not used for said purposes, it shall thereupon revert to DISTRICT, its successors, and assigns.
10. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this easement.
11. The provisions and agreements contained in this Easement document shall be binding upon GRANTEE, her successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this Easement document and provided further that the assessment be levied following GRANTEE's exercise of these easement rights to construct such structures and improvements, GRANTEE agrees to pay on behalf of DISTRICT that part of any such assessment levied against DISTRICT, which is based on the value contributed to that area by GRANTEE's said improvements.

Dated _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chair, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

LA TUNA DEBRIS BASIN 190 236-RW 1.4 S.D. 5 ML06065G
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NOTE: Acknowledgment form on reverse side.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.


SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

APPROVED as to title and execution, _____, 20____.
DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division
Supervising Title Examiner
By _____

EXHIBIT A

LA TUNA DEBRIS BASIN 190
236-RW 1.4
A.P.N. 2561-030-905 (Portion)
T.G. 503 (F6)
I.M. 189-177
S.D. 5
ML06065G

LEGAL DESCRIPTION

(Grant of easement for ingress and egress purposes)

That portion of that part of the west half of the southeast quarter of the southwest quarter of Fractional Section 23, Township 2 North, Range 14 West, S.B.M., designated as Parcel No. 190 in a Final Order of Condemnation, had in Superior Court Case No. 738620, a certified copy of which is recorded in Book D1912, page 92, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the easterly line of the west half of the southeast quarter of the southwest quarter of said Fractional Section 23, and that certain curve concave to the south and having a radius of 530.00 feet in the northerly side line of La Tuna Canyon Road, 60 feet wide, as shown on map filed in Book 2, pages 49 to 56, inclusive, of Official Maps, in the office of said Registrar-Recorder/County Clerk, a radial of said curve to said intersection bears North 22°24'04" East; thence westerly along said curve through a central angle of 2°13'44", an arc length of 20.62 feet to the southerly prolongation of the easterly line of Lot 31, Division 117, Region 18, as shown on said map; thence North 01°01'04" East along said prolongation, a distance of 101.77 feet to a line parallel with and 20 feet northwesterly, measured at right angles, from that certain course described as having a bearing and length of S 44°34'30" W 368.20 feet in the southeasterly boundary of that certain parcel of land described in deed recorded on July 17, 1995, as Document No. 95-1142997, of said Official Records; thence North 44°30'04" East along said parallel line, a distance of 28.10 feet to the easterly line of the west half of the southeast quarter of the southwest quarter of said Fractional Section 23; thence South 01°01'04" West along said easterly line, a distance of 129.30 feet to the point of beginning.

Containing: 2,233± s.f.

This real property description has been prepared in conformance with the Professional Land Surveyors Act. The signatory herein is exempt pursuant to Section 8726 of the California Business and Professions Code.

APPROVED AS TO DESCRIPTION

COUNTY OF LOS ANGELES

By _____
SUPERVISING CADASTRAL ENGINEER III
Mapping and Property Management Division